

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

PRATT & WHITNEY CANADA CORP.,))	CASE NO.1:05CV1914
)	
Plaintiff,)	JUDGE CHRISTOPHER A. BOYKO
)	
Vs.)	
)	
AVBASE AVIATION, LLC.)	<u>MEMORANDUM AND OPINION</u>
)	
Defendant.)	

CHRISTOPHER A. BOYKO, J:

This matter is before the Court on Plaintiff Pratt & Whitney Canada Corporation's ("Pratt") unopposed Motion for Summary Judgment against Defendant Avbase Aviation, LLC ("Avbase") on its claims for breach of contract, statement of account and unjust enrichment. For the following reasons, the Court grants Plaintiff's Motion.

On October 31, 2003, Avbase's Chairman and President signed a promissory note in the amount of Six Hundred Twenty-Eight Thousand Three Hundred Ninety-Nine dollars and Ninety-Six cents (\$628,399.96) to be held by Pratt. The Promissory Note was signed in conjunction with a Settlement Agreement between Pratt and Avbase over monies owed Pratt by Avbase. In January 2004, Avbase paid the first of six monthly payments in the amount of Seventy-Nine Thousand Seven Hundred Thirty-Three dollars and Thirty-One cents (\$79,733.31) as required by the terms of the Settlement Agreement. Thereafter, Avbase failed to make the required monthly

payments. Avbase has made payments between Five Thousand and Twelve Thousand dollars over the course of eleven months and has failed to make any payments since February 2005, leaving an unpaid balance of Two Hundred Ninety-One Thousand One Hundred Sixty-Six dollars and Fifty-Six cents (\$291,166.56). Plaintiff offers the promissory note and affidavit of Peter Kotiades, Credit Administrator for Pratt, attesting to the authenticity of the Promissory Note provided the Court and attesting to the above amount owed. Defendant has failed to respond or offer any evidence to contradict the validity of the contract, its terms or the amount of the remaining balance owed.

Federal Rule of Civil Procedure 56(c) states, “the judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to summary judgment as a matter of law.”

Defendant has offered no evidence to contradict the terms of the Promissory Note, the alleged breach of the Promissory Note and has offered no rebuttal evidence on the remaining balance owed. Therefore, as no genuine issue of material fact exists the Court grants Summary Judgment for Plaintiff Pratt and against Defendant Avbase in the amount of Two Hundred Ninety-One Thousand One Hundred Sixty-Six dollars and Fifty-Six cents plus accrued interest and late fees.

IT IS SO ORDERED.

03/13/06
Date

s/Christopher A. Boyko
CHRISTOPHER A. BOYKO
United States District Judge